

Registered in England No.995387

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

PRESSPART MANUFACTURING LIMITED

(the "Company")

At an Extraordinary General Meeting of the Company duly convened and held on 13th December 1994 the following resolutions were passed as special resolutions:-

SPECIAL RESOLUTIONS

(1) THAT the provisions of the memorandum of association of the Company with respect to its objects be amended as follows:-

(A) by deleting in their entirety the existing provisions set out in sub-clauses 19 and 20 in clause 3 and inserting immediately thereafter the following new provisions as sub-clause 19:-

"3.19 (1) To borrow and raise money, and to secure or discharge any debt, obligation or liability, in any manner on any terms and for any purposes whatsoever, and in particular (without derogation from the generality of the foregoing) to secure any debt, obligation or liability by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company or by the creation and issue on any terms of debentures, debenture stock or other securities of any description.

(11) To lend and advance money or give credit or financial accommodation in any manner on any terms and for any purposes whatsoever, whether with or without interest and whether or not supported by



guarantee and/or security, to any person or company, including but not limited to any company which is for the time being a holding company, subsidiary or wholly-owned subsidiary (as defined in section 736 of the Companies Act 1985) of the Company.

- (iii) To enter into any guarantee, bond, contract of indemnity or suretyship and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company and in particular (without derogation from the generality of the foregoing) to guarantee, support or secure, by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company (or by both such methods) or in any other manner whatsoever, the payment or repayment of any monies secured by, or payable under or in respect of, any debts, obligations or securities whatsoever, including but not limited to those of any company which is for the time being a holding company, subsidiary or wholly-owned subsidiary (as defined in section 736 of the Companies Act 1985) of the Company or is otherwise associated with the Company in business."

(B) By re-numbering the remaining provisions of clause 3 accordingly.

- (2) THAT the articles of association of the Company be amended by inserting the following Special Article at the end of and in addition to the existing Articles:-

"Special Article

122. Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article 122 shall over-ride any other provision of these Articles):-

122.1 The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-

- (i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person

(or a person acting as agent or security trustee for such person) (a "Secured Institution"); or

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles:-

(a) no transferor of any shares in the Company or proposed transferor of any such shares to a Secured Institution or its nominee; and

(b) no Secured Institution or its nominee;

shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

122.2 The Directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions.

122.3 The registered holder from time to time of the majority of the issued ordinary share capital of the Company or the holder or holders of share warrants in respect of such majority shall have the right at any time and from time to time by notice delivered to the registered office of the Company or to any meeting of the board of Directors of the Company to appoint to the office of Director and/or to remove from the office of Director any person or persons as such registered holder or such other holder or holders shall in its absolute discretion think fit so that it may by notice remove all persons then acting as Directors of the Company from that position and appoint new persons to act in their place."

(3) THAT any trade or business carried on by the Company on or prior to the date hereof (including, without limitation, any transactions, agreements, arrangements or undertakings whether of a legally binding nature or not) which it is not expressly empowered so to do under the provisions of clause 3 of its memorandum of association is hereby approved and ratified.

(4) THAT the execution, delivery and performance by the Company of the Banking Documents to which it is a party as the same are defined in a facilities agreement made between Broomco (830) Limited (1), the

Companies (as defined therein but including the Company) (2), the Banks (as defined therein) (3), The Royal Bank of Scotland plc ("RBS") as Agent and Security Trustee (as each are defined therein) (4) and RBS as the provider of a working capital facility (5) (together with that of any ancillary documents referred to therein) is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof.


Chairman